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13 Attorneys for Applicant
14 RBR Management, LLC
15 dba Community Ambulance

16 **IN THE OFFICE OF ADMINSTRATIVE HEARINGS**

17 In the Matter of:
18 RBR Management, LLC dba Community
19 Ambulance,
20
21 Applicant.

Docket No. 2017-EMS-0104-DHS
(EMS No. 0283)

**SUBPOENA DUCES TECUM
TO
DIGNITY HEALTH**

(Assigned to the Honorable
Tammy L. Eigenheer)

22
23
24 TO: Custodian of Records for Dignity Health, a California Nonprofit
25 Public Benefit Corporation

26 c/o Joseph A. Mislove, Senior Counsel
27 3200 N. Central Avenue, 23rd Floor
28 Phoenix, AZ 85012

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YOU ARE HEREBY COMMMANDED TO PRODUCE for inspection and copying the documents identified in the attached Exhibit 1. Said production shall take place that the earliest practicable time, but in any event no later than seven (7) calendar days after service, at the offices of attorneys for Applicant:

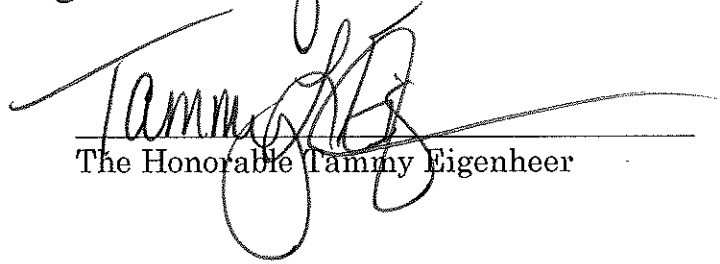
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and

Brendan Murphy, Esq.
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Phoenix, Arizona 85012



DATED this 22nd day of June, 2018


The Honorable Tammy Eigenheer

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2 EXHIBIT 1

3 Definitions

4 1. "Document" or "Documents" means all written, recorded, and
5 graphic matter of every type and description, including, but not limited to,
6 minutes of meetings, reports, charts, computer disks, computer printouts,
7 computer records, drawings, graphs, quotes, handwritten notes, contracts,
8 agreements, correspondence, memoranda, appointment books, recordings,
9 letters, notes of conversation, photographs, telegraphic communications,
10 electronic mail, electronically stored information ("ESI") , facsimiles, tapes, and
11 every other device or medium of which, or through which, information of any type
12 is transmitted, recorded, or preserved, as well as writings and other data
13 compilations from which information can be obtained.

14 2. "Communication" or "Communications" means any exchange or
15 transfer of information between two or more persons, whether written, oral,
16 electronic, including emails, or in any other form, and any documents, notes,
17 memoranda or other writings reflecting the substance of the communication.

18 1. "AMR" shall refer to American Medical Response, Inc., American
19 Medical Response of Maricopa, LLC (CON 136), and any and all of its subsidiary
20 or affiliated entities, including R/M Arizona Holding, Inc., dba Canyon State
21 Ambulance (CON 58), Life Line Ambulance Service, Inc. (CON 62), Rural/Metro
22 Corp.-Maricopa (CON 109), Professional Medical Transport, Inc. dba PMT
23 Ambulance (CON 71), Southwest Ambulance of Maricopa (CON 86), "Southwest
24 Ambulance and Rescue of AZ (CON 66), Southwest Ambulance of Casa Grande
25 (CON 85), R/M Arizona Holdings (dba Lifestar EMS) (CON 58), American
26 Ambulance (CON 75), ComTrans Ambulance Service (CON 46).

27 2. "Dignity Health" shall refer to Dignity Health, a California
28 nonprofit health systems that operates hospitals and other facilities throughout
Maricopa County and in Pinal County.

3. "ABC" shall refer to ABC Ambulance, LLC, managers, members,
employees, independent contractors, agents, accountants, bookkeepers, and/or
attorneys, holder of CON 139.

4. "MA" shall refer to Maricopa Ambulance, LLC, and shall be read to
include, but not limited to, MA's managers, members, employees, independent
contractors, agents, accountants, bookkeepers, and/or attorneys, holder of CON
147.

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5. "Customer Agreement" shall refer to that certain Customer Agreement entered by and between Dignity Health and American Medical Response of Maricopa, LLC, and shall include the 2017 Amendment Number 1 to Ambulance Services Agreement, which expanded the definition of AMR to include "AMR Holdco, Inc. for and on behalf of" its subsidiaries and affiliates in the contractual service area, including "any ... [ambulance company] acquired, owned, and/or operated by or under [AMR's holding company] in the future."

1 **Documents to be Produced**

2 1. Any and all documents and/or communications related in any way
3 to the Customer Agreement, including but not limited to (a) the negotiations
4 leading to the execution of the Customer Agreement and Amendment; (b) AMR's
5 compliance with the Scope of Work at ¶28 of the Customer Agreement, including
6 (i) performance reporting of all transport activities and survey results provided
7 by AMR representatives, pursuant to ¶28 of the Customer Agreement (iii) any
8 and all documents and communications generated from meetings by and between
9 AMR and Dignity Health, including meetings of the Quality Steering Committee,
10 as contemplated by ¶28(f) of the Customer Agreement; (c) complaints by Dignity
11 Health and/or patients of Dignity Health regarding transports provided pursuant
12 to the Customer Agreement, and AMR's response (if any) to those complaints, (d)
13 AMR's termination of the Agreement.

14 2. Any and all documents and/or communications following AMR's
15 formal termination of the Customer Agreement, on or about July 18, 2017,
16 through the present date related in any way to performance and/or response time
17 reporting of all transport activities AMR provides to Dignity Health and/or
18 complaints by Dignity Health and/or patients of Dignity Health regarding
19 transports provided to Dignity Health.

20 3. Any and all documents and/or communications related to any
21 ambulance transports provided by MA, pursuant to CON 147, to or for Dignity
22 Health.

23 4. Any and all documents and/or communications related to any
24 ambulance transports provided by ABC, pursuant to CON 139, to or for Dignity
25 Health.
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